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10 Attorneys for Relator

11 UNITED STATES DISTRICT COURT
12 SOUTHERN DISTRICT OF CALIFORNIA

CV 2975 WQH JMA

14 UNITED STATES OF AMERICA *ex rel.*
[UNDER SEAL],

15 Plaintiffs,

16 v.

17 [UNDER SEAL]
18 Defendants

CASE NO.

**COMPLAINT FOR VIOLATIONS OF
THE FALSE CLAIMS ACT**

**[FILED UNDER SEAL PURSUANT
TO 31 U.S.C. § 3730(b)(2)]**

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COMPLAINT

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

16 UNITED STATES OF AMERICA *ex rel.*
Darryn KELLY,

17 Plaintiffs,
18

19 v.

20 SERCO INC, a New Jersey Corporation, and
DOES 1-5,

21 Defendants
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CASE NO. 2975 WQH JMA

COMPLAINT FOR VIOLATIONS OF
THE FALSE CLAIMS ACT

[FILED UNDER SEAL PURSUANT
TO 31 U.S.C. § 3730(b)(2)]

1 Plaintiff, Darryn Kelly, in his capacity as a Relator ("Relator"), files this Complaint
2 against Defendants and alleges as follows:

3
4 **I.**
INTRODUCTION

5 1. This action is brought on behalf of the United States to recover damages and civil
6 penalties pursuant to the False Claims Act, 31 U.S.C. sections 3729, et seq. (hereinafter "the
7 Act").

8 2. Defendant Serco, Inc. ("Serco") submitted false and fraudulent claims for payment
9 to agencies of the United States, including but not limited to the Department of Homeland
10 Security ("DHS") and the United States Customs and Border Protection ("CBP"), in connection
11 with project management services Serco contracted to provide for the Advanced Wireless System
12 (AWS) Spectrum Relocation Project ("AWS Project"), and created false and fraudulent records in
13 support of its claims. Defendant failed to put in place a sound Earned Value Management System
14 (EVMS") as part of its project management services as required by its contract, including failing
15 to create charge accounts and methods of tracking work and costs associated with the AWS
16 Project, and because such system of coding charges did not exist, Serco created false and
17 fraudulent data and reports. As a result of Defendant's fraudulent conduct and misrepresentations
18 and knowing submissions of false claims, the United States has overpaid for services that were
19 rendered and has paid for services that have never been rendered.

20 3. Relator brings this action on behalf of the United States pursuant to the "qui tam"
21 provisions of the Act. Those provisions allow and empower individuals with knowledge of
22 violations of the Act to file suit on behalf of the government, and, to encourage individuals to do
23 so, provide that these individuals are to share in any resulting recovery.

24 4. Relator estimates that the government has sustained damages as a result of the
25 violations alleged below that are well in excess of \$10 million before trebling pursuant to the Act,
26 and excluding penalties.

II.
PARTIES

5. Relator Darryn Kelly is an individual and a resident of San Diego County, California. He was employed by defendant Serco, Inc. ("Serco" or Defendant) as an Earned Value Management Data Analyst at its facilities in San Diego, California. His position as an analyst required him to identify and investigate deviations from the EVMS with respect to project management for the AWS Project.

6. Defendant Serco, Inc. is a corporation organized and operating under the laws of the State of New Jersey with its principal West Coast place of business in San Diego, California.

7. Plaintiff is ignorant of the true names and capacities of defendants sued herein as Does 1-5, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of these defendants when ascertained. Plaintiff is informed and believes that each of the fictitiously named defendants is legally liable as alleged herein.

8. "Defendant" and "Serco," as used herein, refers to defendants Serco Inc. and Does 1-5, collectively.

9. At all times mentioned herein, unless otherwise stated, each defendant was the agent of each of its co-defendants, and in doing the things herein mentioned, was acting within the scope of its authority as such an agent, and with the permission and consent of its co-defendants.

III.
JURISDICTION AND VENUE

10. This court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 (federal question jurisdiction) and 31 U.S.C. § 3732 (federal court jurisdiction for actions brought pursuant to 31 U.S.C. § 3730).

11. Venue is proper in this district pursuant to 31 U.S.C. § 3732(a), because Defendant can be found in this district and transacts business in this District as alleged in this complaint, and under 28 U.S.C. 1391(b) and 1395(a).

IV.
ALLEGATIONS COMMON TO ALL CLAIMS

A. **The AWS Relocation Project, Serco's Role, Project Management and Earned Value Management System (EVMS)**

12. Plaintiff United States of America, by and through its agencies including but not limited to the DHS and, more specifically, the CBP, has entered into contracts to have Defendant provide project management for the retrofitting and upgrading of communications towers along the United States' border with Mexico, a project known as the Advanced Wireless Services ("AWS") Spectrum Relocation Project ("AWS Project").

13. The AWS Project was intended to create a "virtual border" between the United States and Mexico by installing sophisticated electronic equipment along the border on existing towers and facilities. The Project was part of the "Virtual Border Mission" and overseen by the CBP,

14. The contract for the current phase of the AWS Project was awarded in the amount of approximately \$52 million

15. Serco was hired in connection with the AWS Project to provide critical project management functions to help ensure that the Project proceeded as planned and on budget -- and to identify immediately when variances and problems occurred...

16. As part of its project management duties, and as required by its contract, Serco was required to develop and put in place a management tool referred to as an Earned Value Management System ("EVMS"). The United States requires EVMS to help the government monitor projects and avoid unnecessary schedule delays and cost overruns.

17. The parameters and requirements of EVMS for the AWS Project are set forth in the Earned Value Management Plan, AWS-PL-U-00005 EVM Plan ("EVM Plan"), which was incorporated into Serco's contract.

18. EVMS is a program management tool designed to provide the government and its contractors with clear visibility into technical, cost and schedule planning, performance and progress on their contracts. Broadly, the EVMS includes a highly detailed projection of project

1 tasks, costs and completion dates, and a means of tracking the same items (including costs) as the
2 project progresses. It allows one to track and compare actual costs incurred and project progress
3 to projected and budgeted costs and schedule, in order to assess project progress and whether the
4 project is proceeding on budget and on time, and to pinpoint sources of budget overruns and
5 delays early so they can be rectified and overall cost contained. The EVMS requires the use of
6 separate charge codes to document work done and expenses incurred for each task.

7 19. The key features of a viable EVMS include:

- 8 a. relating time-phased budgets to specific contract tasks;
- 9 b. alerting project managers to potential schedule and cost risks early;
- 10 c. documenting project performance;
- 11 d. providing quantitative data for decision making;
- 12 e. tracking and monitoring discrete project metrics;
- 13 f. enabling statistical estimation of completion costs;
- 14 g. communicating project status;
- 15 h. providing managers with information at a practical level of summarization; and
- 16 i. all reported information is valid, timely and able to be audited.

17 20. The EVMS is premised upon an Integrated Master Schedule (IMS), which sets
18 forth the expectations of the project's performance and allows the project manager or Project
19 Management Office ("PMO") to compare actual costs incurred to estimates concerning the costs
20 and effort required to reach project milestones. A sound IMS contains contract milestones,
21 accomplishments, discrete tasks and activities and is both vertically and horizontally traceable to
22 a cost/schedule reporting system so it can be used to identify and assess variances.

23 21. The IMS is a tool that is utilized by the PMO to provide accurate and immediate,
24 real-time information on the progress of the AWS project.

25 22. The EVMS and the IMS both critically depend upon a) breaking down the entire
26 AWS Project into the many separate tasks and assigning costs to each task; b) keeping track of
27 the costs actually incurred, once the work begins to complete those tasks; and c) keeping track of
28 the progress of the work performed. The Defendants were required by the EVM Plan to develop

1 a "Work Breakdown Structure" ("WBS"), which was supposed to itemize and categorize each
2 segment of the project into separate, reviewable levels. The lower the level number (for example,
3 level 6), the more specific the work or milestone, and the higher the level number the more
4 general each task is itemized. For example, level two might refer to all work associated with the
5 'Tucson Sector' and level five might include specific tasks in the Tucson Sector such as "install
6 shelter equipment in South Mountain radio tower."

7 23. The IMS and related reporting tools were supposed to allow the PMO to monitor
8 the costs actually incurred to achieve these tasks and to determine if the project is proceeding as
9 planned, and further to pin point the source of delays or cost overruns. Should level two costs for
10 the "Tucson Sector" for example exceed allowable variances from the budget, the PMO would be
11 able to investigate further down the levels to identify where the variance exists and make
12 appropriate adjustments before significant cost overruns or other waste occurs.

13 24. In order for the EVMS to serve its intended purpose and provide meaningful
14 information to the PMO, the costs actually incurred to accomplish the tasks detailed in the IMS
15 and the status of the tasks, had to be tracked. For that reason, the EVM Plan required the
16 Defendants to develop separate task or "charge" codes for each uniquely identifiable cost at the
17 "Control Account" level. (EVM Plan 2.1.2). For example, a Control Account might be created
18 for 'site installation tasks' at a particular border tower. That Control Account would be assigned
19 a different charge number than similar installation tasks at a different border tower. Similarly,
20 'hardware purchases' might be assigned a different Control Account from 'site installation tasks'
21 to allow analysis of budgetary compliance with the different categories of work and the different
22 locations (towers) where work is performed.

23 25. The EVMS Plan applicable to the AWS project contains the following requirement:

24 2.1.2: A task code charge number exists that uniquely identifies
25 costs at the control account level and allows for accumulation and
26 summarization of costs to higher levels of the WBS (NDIA
27 guideline #17).
28

1 26. Pursuant to the EVM Plan, 1.3.2., each Control Account was required to be
2 assigned to a Control Account Manager ("CAM") who would be responsible for managing and
3 monitoring the collection of costs for each Control Account.

4 27. Defendants did not develop and implement a viable EVMS for the AWS Project.
5 Defendants did not establish Control Accounts against which actual costs should have been
6 tracked. Those costs could not be aggregated and compared to estimated costs and schedule.
7 Instead, Defendants' employees were told to enter their time using a single charge code and all
8 work on the AWS Project was billed to a single charge code.

9 28. Because no Control Accounts were utilized, all work was billed under a single
10 charge code. The absence of unique charge codes made it impossible to identify, much less
11 analyze cost schedule, performance or progress on the AWS project. In other words, the purpose
12 and intent of the EMVS was completely circumvented.

13 29. The fundamental failure to create distinct Control Accounts and also unique
14 individual Charge Codes relating to those Control Accounts completely undermined the entire
15 purposed EVMS. Because Serco failed to establish Control Accounts in the first place,
16 Defendant also did not assign separate CAMs to validate individual costs.

17 30. Because the raw data necessary for an effective EVMS was not being gathered,
18 when Serco was required to prepare EVMS reports, Serco was compelled to and did create false
19 and fraudulent data and reports. Serco employees essentially guessed at what data would appear
20 plausible, and "plugged in" cost and other data as needed to make it appear the Project was
21 proceeding relatively close to plan.

22 31. Time and costs were billed to the single cost account that were not incurred as part
23 of the Project, but were falsely reported that way in billings and claims submitted to the
24 government.

25 **B. EVMS Analysis and Reporting -- Defendants Generated and Submitted False**
26 **Data and Reports**

27 32. Defendant is required to generate a Project Monthly Report (PMR), also known as a
28 Contract Performance Report (CPR), on the 15th of each month. This report, based on the EVMS,

1 was intended to compare actual costs entered from accounting and timekeeping with work
2 budgeted to allow for effective performance measurement. A valid PMR includes, among other
3 items, the following:

- 4 a. A summary of the baseline cost and schedule data;
- 5 b. A summary of the status of the project, showing each phase, total budget, percent
6 complete, expenditures, etc.;
- 7 c. The project Integrated master Schedule (IMS); and
- 8 d. The actual cost sheet.

9 33. All EVMS analysis, including the PMR is contingent on the validity of the
10 information at the most basic input levels – the Charge Codes. The person in charge, the EVM
11 lead, must check all levels of the WBS and focus on any errors in the data. Defendant's
12 designated EVM lead was Raymond Day.

13 34. Because cost data was not being tracked as required -- for each task by means of
14 Charge Codes specific to each task in the WBS -- when PMRs were prepared, Defendants
15 falsified the data included in the PMRs.

16 35. The Relator witnessed this first hand. Relator was employed by Serco at its San
17 Diego, California facility. His position was that of an Earned Value Management Data Analyst,
18 which provided him access to aspects of the EVMS. Relator commenced his work for Serco on
19 or about November 2, 2009. His work on the AWS project commenced the following day on
20 November 3, 2009.

21 36. In or around January 2010, Relator attended a meeting with the AWS team,
22 including Denise Ellison. Ms. Ellison had the responsibility to merge the IMS with the Serco
23 accounting system, including the creation of charge codes to record work performed at every
24 level of the project. At this time, the accounting system was not yet merged, no unique charge
25 codes had been created or assigned, and Ms. Ellison expressed frustration with an ability to
26 accomplish these tasks while the IMS was not complete and continually subject to change.

1 37. As of January 2010, the AWS team had been using only one charge code for all
2 work on the AWS project. For example, there should be different charge codes for level 5 tasks
3 such as "1st Quarter (2011 Portal Maintenance)" and level four "Project Management February."

4 38. By February 2010, AWS team members were provided a new charge code for work
5 performed on the AWS project. However, instead of a list of unique charge codes assigned to
6 each task or area of work, team members were again instructed to use just the single charge code.
7 This situation continued until at least Relator's termination more than a year later in May 2011.

8 39. AWS team members simply recorded total time worked during each day and
9 applied it all to the single billing code without further description. In or around March 2011, and
10 again in April 2011, Tom Helmen, Serco's AWS Project Lead, sent an e-mail to the AWS team,
11 including Relator, requesting everyone to let him know which tasks relating to AWS each had
12 worked on in the last month so they could be imputed into the IMS. This information should
13 have been a function of the accounting system had proper charge codes been created and assigned
14 to all tasks.

15 40. On at least one occasion, Relator heard a discussion between Tom Helmen and
16 another AWS team member wherein the team member was instructed to bill all of her time
17 worked at Serco to the AWS project even though she had barely worked on the project that
18 month.

19 41. On March 16-17, 2010, an AWS Contract Performance Report Working Group
20 Meeting was held. Present at this meeting were the Relator, the balance of his AWS team and
21 representatives from CBP. The purpose of the meeting was to review the Contract Performance
22 Report (CPR) for the month with the PMO.

23 42. During the meeting, the fact that data was being falsified in order to generate
24 reports that showed the Project was progressing according to plan, was openly mentioned.
25 Written minutes taken during the meeting confirm this; they included the statement that "\$
26 amounts were plugged in at the end of the work packages in IMS to get CPI (Cost Performance
27 Index) and SPI (Schedule Performance Index) to come out right."
28

1 43. During the same meeting, a representative from CBP inquired where the “actuals”
2 supporting the summary figures were being collected. He was told “they were being collected in
3 the Excel sheet and pushed out into the IMS.” The project representatives were then informed
4 that “the Excel sheet would be included on the PMO side of SharePoint monthly,” as it was not
5 available at the performance meeting. The Defendant intentionally materially misled the PMO
6 when providing this answer. In fact the “actuals” the PMO asked about were neither accurate nor
7 verifiable as Defendants were not tracking actual costs associated with specific tasks.

8 44. The data used to prepare the false and fraudulent reports provided to the PMO -- the
9 “actuals” the PMO inquired about -- were manufactured by Defendants. In or around January
10 2011, Relator was asked to attend an IMS progress update session with the EVM lead, Raymond
11 Day. The purpose of the meeting was to prepare for the monthly CPR for submission to the PMO
12 and to provide support for a claim for payment made by Defendant.

13 45. In the update session, Relator was asked to sit at a computer and input costs into the
14 IMS as dictated to him by the EVM lead. These costs, however, were not generated from
15 timekeeping or accounting. Because only a single charge code was used for each and every task
16 on the AWS project, Serco had no valid cost information for each budgeted line item. The result
17 was that they had to reverse engineer the CPR. Instead of using actual and accurate data, random
18 numbers were entered for the various budgeted line-items. As Relator was imputing made up
19 costs for tasks at the more detailed levels of the IMS, the figures would affect the summary levels
20 and reveal variances from the monthly budget and discrepancies with the schedule of events. The
21 EVM lead tracked the shifting results throughout this process. When the costs input at the
22 detailed levels created too much of a variance, the EVM lead instructed Relator to either increase
23 or decrease costs or even reallocate them to other tasks so that the result would be within
24 allowable or reasonable variances. This process confirmed that Serco was simply cooking the
25 books to its own benefit.

26 **C. Defendants’ Deliberate Attempts to Mislead the CBP**

27 46. Defendant took definitive steps to obscure the lack of proper coding and the lack of
28 a valid EVMS. The IMS was, by contract, to be visible to the PMO. As stated in the March 16-

1 17, 2010 AWS Contract Performance meeting, however, the PMO was not provided access to
2 “the actuals” that supported the summarized costs. Instead, the PMO was initially shown only the
3 summary costs that Defendant passed off as being verified results. Later, an Excel Spreadsheet
4 was provided, but that too lacked validity.

5 47. Defendant structured the IMS as a series of subprojects within a master project
6 format. Defendants provided the IMS to the PMO as a .pdf; i.e., in a fixed format such that the
7 PMO could not work or use the underlying software and detect the absence of real underlying
8 data. This exponentially increased the file size of the IMS, making it impossible to transfer. The
9 only way to access the IMS in its entirety was through the project server housed at Serco, which
10 again made meaningful review that much more difficult for the PMO

11 48. As a result of Defendants’ actions, the United States has received an invalid and
12 non-operational EVMS. The purported EVMS created by Defendants provides no means of
13 evaluating the performance of the AWS project as actual costs were not tracked and the made up
14 costs included in the reports Defendants generated cannot be validated or relied upon. .

15 49. Defendants have nevertheless billed the United States for the creation of a
16 functioning EVMS and submitted claims for payment for services Defendants did not provide.
17 Defendants have also submitted claims that included costs incurred on other projects, not incurred
18 in connection with the AWS Project. And Defendants have created and utilized false documents
19 to support their false claims.

20 **V.**
21 **CLAIMS FOR RELIEF**

22 **Count 1**

23 Submitting False Claims in Violation of the False Claims Act,
24 31 U.S.C. section 3729(a)(1)(A)

25 50. The allegations contained in paragraphs 1 through 49 are incorporated by reference
26 as if fully set forth herein.

27 51. Through the acts described above, Defendant knowingly presented, or caused to be
28 presented, to the United States, false or fraudulent claims for payment or approval. Specifically,

1 and as described more fully above, Defendants presented, or caused to be presented, claims for
2 payment for project management services on the AWS project, which Defendant knew, recklessly
3 disregarded, or deliberately ignored were false, and unverified.

4 52. By virtue of these false or fraudulent claims, the United States has suffered
5 damages in an amount to be determined at trial. The United States is entitled to damages equal to
6 the full price the United States has paid for Serco's work on the AWS project.

7 Wherefore, Relator prays for relief as set forth below.

8 **Count 2**

9 Making False Records Material to a False or Fraudulent Claim
10 in Violation of the False Claims Act,
31 U.S.C. section 3729(a)(1)(B)

11 53. The allegations in paragraphs 1 through 52 are incorporated by reference as if fully
12 set forth herein.

13 54. As set forth above, Defendant knowingly made, used, or caused to be made or used,
14 a false record or statement material to a false or fraudulent claim to the United States.

15 55. By virtue of these false records or statements made to get a claim paid, the United
16 States has suffered damages in an amount to be determined at trial. The United States is entitled
17 to damages equal to the full price the United States has paid for Serco's work on the AWS
18 project.

19 Wherefore, Relator prays for relief as set forth below.

20 **Count 3**

21 Conspiring to Violate the False Claims Act,
22 31 U.S.C. section 3729(a)(1)(C)

23 56. The allegations in paragraphs 1 through 55 are incorporated by reference as is fully
24 set forth herein.

25 57. Defendant conspired to defraud the United States by submitting false and
26 fraudulent claims for payment.

27 58. By virtue of Defendant's conspiracy, the United States has suffered damages in an
28 amount to be determined at trial.

Count 4

59. The allegations in paragraphs 1 through 58 are incorporated by reference as is fully set forth herein.

61. By virtue of Defendant's conspiracy, the United States has suffered damages in an amount to be determined at trial.

RELIEF REQUESTED

a. For damages in an amount equal to three times the amount of damages the United States has sustained as a result of Defendant's unlawful conduct;

b. For civil monetary penalties for each false and fraudulent claim submitted to the United States;

c. For a permanent injunction, enjoining Defendant from violating the federal False Claims Act;

d. For Relator's attorneys' fees and costs;

e. For an order awarding Relator the maximum award allowed by the False Claims Act; and

f. For such further relief as the Court may deem proper and just.

CLAIM OF RIGHT FOR TRIAL BY JURY

63. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Relator hereby demands a trial by jury.

DATED: December 21, 2011

EMGE & ASSOCIATES
DEREK J. EMGE



DEREK J. EMGE

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Attorneys for Plaintiff

JS 44 (Rev. 09/11)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA, Ex Rel.
[UNDER SEAL]

(b) County of Residence of First Listed Plaintiff SAN DIEGO
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) DEREK J. EMGE
EMGE & ASSOCIATES SBN:161105
525 B St., Ste. 760, San Diego CA 92101
619 595 1400

DEFENDANTS

[UNDER SEAL]

[Filed Under Seal Pursuant To
31 Section 3730(b)(2)]
County of Residence of First Listed Defendant SAN DIEGO
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

921011 CV 2979 WQH JMA

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☒ 1 Incorporated or Principal Place of Business In This State ☐ 4
- Citizen of Another State ☐ 2 Incorporated and Principal Place of Business In Another State ☐ 5
- Citizen or Subject of a Foreign Country ☐ 3 Foreign Nation ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	PERSONAL INJURY	PERSONAL INJURY	PROPERTY RIGHTS	LABOR	SECURITY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions			

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

31 U.S.C. 3729

Brief description of cause:

Qui Tam Action

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

12/21/11

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # 33684 AMOUNT \$350-

APPLYING IFP

JUDGE

MAG. JUDGE

NB 12/21/11

Court Name: USDC California Southern
Division: 3
Receipt Number: CAS033689
Cashier ID: mbain
Transaction Date: 12/21/2011
Payer Name: EMGE ASSOCIATES

CIVIL FILING FEE
For: EMGE ASSOCIATES
Case/Party: D-CAS-3-11-CV-002979-001
Amount: \$350.00

CHECK
Check/Money Order Num: 3964
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

There will be a fee of \$45.00
charged for any returned check.